ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 127
23.08. 2023 god
B E O G R A D

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD sa sedištem u Zemunu Batajničkom drumu 3 deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa g. Xue Hongxi, po punomoćju od 31.12.2021. godine (*u daljem tekstu: Izvođač*)

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD, with the registered seat in Zemunu Batajničkom drumu Street 3 deo 6a, registration no: 29507031, tax identification no: 109874997, represented by Mr. Xue Hongxi by power of attorney dated December 31st 2021 (*hereinafter referred to as Contractor)*

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and

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), sa sedištem u Beogradu, ul. Požeška br. 7, MB: 07007060, PIB: 100000571, koga zastupa Miloš Tatomir, direktor, (*u daljem tekstu: Podizvođač*)

ANTIKOR DOO SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE, BEOGRAD (ČUKARICA), , with the registered seat in Belgrade, Požeška Street No. 7, registration no: 07007060, tax identification no: 100000571, legally represented by Mr. Miloš Tatomir, director (*hereinafter referred to as Subcontractor)*

(*u daljem tekstu takođe pojedinačno označeni i kao* ***Ugovorna strana****, a zajedno* ***Ugovorne strane***)

(*Hereinafter individually also referred to as* ***the Party*** *and jointly referred to as* ***the Parties***)

S obzirom da

Whereas

-Dana 30.01.2023.godine ugovorne strane su zaključile podizvođački ugovor i to Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica (***u daljem tekstu: Podizvođački ugovor)*** za izvođenje radova na projektu Projekta modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije za deonicu Novi Sad-Subotica-granični prelaz (Kelebija), ***(u daljem tekstu: Projekat)***

-On January 30th , 2023 the parties concluded the Subcontract for execution of waterproofing works for concrete deck, protective coating of concrete P and pedestrian walkaway of bridges, galleries and overpasses in project modernization and reconstruction of Serbian Railway, section Novi Sad to Subotica ***(hereinafter referred to as Subcontract)*** for the execution of the works on the project of modernization and reconstruction of the Hungarian-Serbian railway connection on the territory of the Republic of Serbia for the section Novi Sad-Subotica-border crossing (Kelebija), ***(hereinafter referred to as Project)***

-U toku izvođenja radova, Podizvođač je dostavio ponudu za dodatne radove broj 84-4/DŠ od 02.08.2023. godine (u daljem tekstu: Ponuda)

- During the execution of the works, the Subcontractor submitted bid for additional works no 84-4/DŠ dated August 02, 2023. (hereinafter referred to as Offer)

S tim u vezi, dana 21.08.2023 ugovorne strane zaključuju sledeći

Therefore, on 21.08.2023, the parties conclude the following

DOPUNSKI UGOVOR

SUPPLEMENTARY AGREEMENT

Član 1.

Article 1

Ugovorne strane su saglasne da je Izvođač prihvatio ponudu Podizvođača za izvođenje dodatnih radova te da ona čini Prilog 1 ovog Dopunskog ugovora.

The parties agree that the Contractor has accepted the Subcontractor's offer for the performance of additional works, and that it constitute Appendix 1 of this Supplementary Agreement.

Ugovorne strane su saglasne da će se obim radova iz Podizvođačkog ugovora povećati za radove opisane u Prilogu 1.

The Parties hereby agree that the scope of works from the Subcontract will be increased for the works described in Appendixes 1.

Član 2

Article 2

Ovim dopunskim ugovorom definišu se dodatne stavke pored onih definisanih u Podizvođačkom ugovoru i njihove odgovarajuće konačne ili privremene cene. Ovim dopunskim ugovorom će povećati količinu radova Podizvođača i ukupnu ugovornu cenu.

This Supplementary Agreement shall define additional items to those defined under the Subcontract and their corresponding final or provisional pricing. This agreement shall increase the works quantity of the Subcontract and total contract price.

Član 3.

Article 3.

Podizvođač je dužan da izvodi radove u skladu sa izmenjenim obimom posla i Prilogom 1.

The Subcontractor shall be obliged to perform the works in accordance with the amended scope of the works and Appendix 1.

Član 4.

Garancije koje je Podizvođač dao Izvođaču na osnovu člana 10 Podizvođačkog Ugovora, proizvode pravno dejstvo i u odnosu na radove koje su definisane u Ponudi 84-4/DŠ od 02.08.2023. godine.

U roku od 10 dana od dana potpisivanja ovog Dopunskog ugovora, blanko solo menica pečatirana i potpisana od strane ovlašćenog lica Podizvođača, registrovana pred Narodnom bankom Srbije preko poslovne banke, zajedno sa overenim meničnim ovlašćenjem i kartonom deponovanih potpisa izdatom od strane poslovne banke Podizvođača biće dostavljeni kao garancija za dobro izvršenje posla, koja će biti registrovana sa „bezuslovno i neopozivo" klauzulom u iznosu od 5% ukupne vrednosti u skladu sa Ponudom. Blanko solo menica može biti aktivirana od strane Izvođača u slučaju da Podizvođač ne ispuni svoje obaveze u skladu sa Podizvođačkim ugovorom i ovim Dopunskim Ugovorom.

Ukoliko nema nerešenih pitanja, Izvođač će vratiti odvojenu blanko menicu za dobro izvršenje posla Podizvođaču najkasnije u roku od 15 dana od dana isteka garantnog perioda i vraiti Podizvođaču iznos koji je odbijen od novca za zadržavanje.

Član 5.

Ovaj Dopunski ugovor stupa na snagu nakon što ga potpišu i pečatom overe predstavnici obe strane.

Article 4.

Performance Securities given by Subcontractor to the Contractor in accordance to the Article 10 of the Subcontract shall produce legal effect in relation to the works defined in Offer 84-4/DŠ dated August 02, 2023.

At the time of Supplementary Agreement signing, within 10 days, blank solo bill of exchange stamped and signed by the authorized person representing the Subcontractor, registered at the Naional Bank of Serbia through a commercial bank, accompanied by the verified bill of exchange authorization and list od deposited authorized signatures issued by the commercial bank from the Subcontractor shall be provided for performance guarantee of contracted works, which shall be registered with „unconditionally, irrevocably" clause in the amount of 5% of total subcontracted works value in accordance to the Offer. This blank solo bill of exchange could be activatted by the Contractor in the case that the Subcontractor fails to fulfill his obligations under this Supplementary agreement.

If there are no unresolved issues, the contractor shall return the separate blank performance bond bill to the subcontractor at the latest wihin 15 (fifteen) days of the end of the warranty period and refund the Subcontractor tthe amount deducted from the retention money.

Article 5.

This Supplementary Agreement shall enter into force upon being signed and sealed by representative of both parties.

Član 6.

Ovaj Dopunski ugovor predstavlja dopunu Podizvođačkom ugovoru i sve što nije regulisano ovim Dopunskim ugovorom podleže odredbama Podizvođačkog ugovora.

Article 6.

This Supplementary Agreement is supplement to the Subcontract and the contents not covered in the Agreement shall be subject to the provisions of the Subcontract.

Član 7.

Ovaj Dopunski ugovor je sačinjen u 4 (četiri) istovetna dvojezična primerka, od kojih po dva zadržava svaka strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

Article 7.

This Supplementary Agreement is drafted in bilingual form, English and Serbian, and this Settlement is made in 4 (four) identical copies, out of which two copy shall be retained by each party, in case of a discrepancy between the two versions, the English version shall prevail.

Prilog 1: Ponuda br. 84-4/DŠ od 02.08.2023. godine

Appendix 1: Offer No.84-4/DŠ , August 02, 2023

Izvođač/Contractor

Xue Hongxi

Po punomoćju od 31.12.2021 /By power of attorney dated December 31st 2021

Podizvođač/Subcontractor

ANTIKOR DOO BEOGRAD

Miloš Tatomir

Direktor/Director

ANTIKOR DOO
SPECIJALIZOVANO PRIVREDNO DRUŠTVO
ZA POSLOVE ANTIKOROZIONE ZAŠTITE
Broj 888 - 72/4
02.08 2023. god
BEOGRAD

Antikor

ANTIKOR DOO BEOGRAD SPECIJALIZOVANO PRIVREDNO DRUŠTVO ZA POSLOVE ANTIKOROZIONE ZAŠTITE

China Civil Engineering Construction Corporation
Balkan Branch Belgrade
Batajnički Drum 3, Belgrade

Commercial sector
Offer No. 84-4/DŠ
Belgrade, August, 02, 2023.

According to your inquiry, we are sending you

INNOVATED ANNEX OFFER

For waterproofing works of concrete constructions of Underpasses at km 89+984.34 and km 97+034.94, according to Project: Modernization and reconstruction of railway section Novi Sad – Subotica state border Kelebija.

SPECIFICATION OF WORKS AND PRICES

Object	Quantity of Objects m²	Description of works according inquiry BoQ	Description of works	Unit	Total Quantity	Unit rate (€)	Price (€)
					A	B	A x B
1. MMA WATERPROOFING OF UPPER DECKS OF GALLERIES AND BRIDGES FOR RAILWAY TRAFFIC							
89+984.34	70,00	Making the waterproofing of the upper slab with two layers of MMA insulation, sprayed. The price includes the purchase of materials, transportation, all work and materials. It is calculated per m² of insulation.	- Surface preparation by shot blasting of surface - Applying of primer coat type **PAR-1** for the concrete substrates - Applying of MMA membrane type **ELIMINATOR** on primed surface	m²	235,00	35,00	8.225,00
97+034.94	165,00						
2. PAINTING OF ALL VISIBLE CONCRETE SURFACES OF OBJECTS							
89+984.34	544,00	Protect concrete surfaces with protective hydrophobic penetrat-based coats. Surfaces shall be clean and dry prior to application. This means that all visible concrete surfaces on the bridge exposed to atmosphere shall be coated for the purpose of protection and impregnation.	Coating of concrete surfaces of, lower surfaces of consoles and side surfaces of the lower surface of the main girder along the entire length of the bridges, galleries and overpasses with a protective hydrophobic coating for concrete type **Antikorozin BB** or similar.	m²	2.085,50	5,95	12.408,73
97+034.94	1.541,50						
3. PROTECTIVE COATS (ANTI-SLIP) ON PEDESTRIAN PATHS							
89+984.34	22,50	Apply protective coats onto concrete surface on footways, steps and landings, 3-3.5 mm thick, 4-ply of epoxy primer, water repellent pur resin, base coat of pur resin (polyurethane) with quartz sand (0.5-1 mm) and top coat of pur resin.	- Substrate preparation by shot blasting - Applying the basic epoxy primer **Adingpoks 1PV** or similar on the prepared substrate - On fresh epoxy primer application of quartz sand-filler 0.3-0.8 mm - After bonding the epoxy coating and quartz filler, remove excess unbound quartz - Application of a final coating **Adingkolor RF** ,based on methacrylate resins resistant to wear, external influences and UV radiation	m²	74,00	15,65	1.158,10
97+034.94	51,50						

Poslovne prostorije: 11070 BEOGRAD, Vladimira Popovića 6, tel. +381 (11) 614 92 88; fax: (011) 614 91 54
Adresa: 11030 Beograd, Požeška 7 ♦ Web: www. Antikor.co.rs ♦ E-mail: office@antikor.co.rs
Tekući račun: 160-275535-08 BANCA INTESA BG ♦ Matični br.: 07007060 ♦ Šifra delatnosti: 4339♦PIB:100000571

MANAGEMENT SYSTEM Rina Cert ISO 9001 015-04 CERTIFIED

Adresa za slanje pošte: **ANTIKOR DOO, 11070 Beograd, Vladimira Popovića 6**

4. BITUMENIOUS WATERPROOFING OF UPER DECKS OF GALERIES							
89+984.34 97+034.94	585,00 1.288,00	Aplication of waterproofing over concrete layer for slope with reinforced bitumen sheets for waterproofing of concrete foundation slabs in the underpasses. Work against this item shall conform to the relevant technical conditions and standards, and the manufacturer's technology. The price includes purchase of materials, transport and application.	Production of waterproofing of the upper surface of the pavement structure. These works includes surface preparation by shotblasting, procurement and installation of one bitumenious primer and one layer of bitumenious tape with thickness 5 mm with overlaps according to Manufacturer of material and Technical conditions.	m^2	1.873,00	14,80	27.720,40
5. PLACEING AND INSTALATION OF ANTI-VIBRATION MAT							
89+984.34 97+034.94	284,00 367,50	Placing elastic mat for suppression of noise and vibrations between ballast bed and concrete structure. The price includes procurement, transport and placing. Payment per m2 of placed elastic mat.	Procurement and installation of Elastomeric-Antivibration mat under ballast	m^2	651,50	23,50	15.310,25
					TOTAL € WATERPROOFING:		**64.822,48**

NOTES:

- Prior to the preparatory work, the concrete substrate must be dry and clean without oil, grease and damages, the cracks and structural openings which is Contractors obligation to provide.
- In this offer we used the next Manufacturers:
  - Positions 1 and 2 MMA Membrane system GCP Applied Technologies from UK
  - Positions 3 and 4 Hydrofobic paint and anti-slip system ADING from North Macedonia or simmilar
  - Position 5 Bitumenious Membrane system FRAGMAT S-tim IZOLIRKA from Republic of Serbia or simmilar
  - Position 6 Elastomeric anti-vibration mat from VERDU Spain or simmilar
- All other additional preparations on the substrate removal, reparation, filling of cracks, leveling, are the responsibility of the Contractor.
- Position No 3-Painting of concrete surfaces, this position doesn't include surface preparation by sandblasting or grinding or simmilar. The obligation of Contractor in this case is to make sure that the surfaces must be flat, dry without dirt, oil contamination and according to Manufacturer rules.
- The prices of the offer are given for the implied preparation of the surface, which is carried out by shot blasting. If for some reason the surface cannot be shot blasted (inaccessibility for positioning the shot blasting machine, the existence of anchors on the surface, an area smaller than 100 m2), in that case the substrate will be prepared by sandblasting. The price for this type of surface preparation will be charged additionally in the amount of **3,00 €/m2**, on top of the already given price in the offer.
- It is important to note for position No 4-Anti-slip system, that the works maust be carried out before installation of protective barrier fences.
- If there is need for independent laboratory testings such as pull off tests with issuing of report, it would be obligation of Contractor,but all the internal testings and measurements during work execution is in Subcontractor's scope of works, also making of internal records after testings and measurements which Subcontractor can hand it to the Contractor as per need.
- Obligation of Contractor is to provide access roads for all the objects, for easier access of trucks and veichles for delivery of tools, materials and equipment, as per works of protection of columns, beams and concrete edges of objects it is nessasary of Contractor to provide solid ground for moveing of mobile platforms if there is need for it.
- Obligation of Contractor is to provide on site electric power with minimum power of 75 kWa, for the machines for surface preparation.

- Obligation of Contractor is to provide storage space on site where we can store materials, tools and equipment, which will be secured on site and site security.
- Obligation of Contractor is to provide approach for all the objects by using machines, cranes or similar for materials and tools positioning on site object.
- Prices include all costs of materials and works for above positions.
- The price does not include VAT

PAYMENT

The advance payment in the amount of 30% of the contracted value shall be paid by the Contractor to the Subcontractor before the commencement of works.
Remaining part of value will be payed by the Contractor to the Subcontractor 30 days after delivering the monthly and final situation.
The actual quantities will be defined by the Building Billing Sheet.

DEADLINES

The works would start after the signing of the Contract and fulfillment of all Contractual obligations, and they will be completed according to the agreed dinamic plan, which will be an integral part of the Contract

OBLIGATIONS

The obligation of the Contractor is to:
- ensure continuity of work without interruption, as well as unimpeded access to the construction site
- provide an enclosed space for the formation of construction sites for workers, equipment, tools and materials
- provide physical security of the working space during the works, in order to store the tools and equipment of the subcontractor
- provide access roads to the positions for access of vehicles and trucks for easier delivery of tools, materials, equipment, etc.
- provide stabile voltage electricity of minimum power of 75 kWa, and water switches on site.
- introduces the Subcontractor to the work (in writing, by entering in the Construction Diary)
- appoints a responsible person on the construction site, who will organize the work on a daily basis, together with Supervisory body of the Contractor, keep the construction log and other documents on the construction site (in writing by entering in the Construction Diary)
- submits timely documentation related to the dynamics of works.
- duly certifies the Construction Diary and the Accounting Sheets of the Construction Book
- ensure that the concrete base before the start of work is in accordance with the recommendations of the material manufacturer.

The Subcontractor's obligation is to:
- to provide a quality and qualified workforce
- to appoint a responsible person on the construction site who will keep a construction diary on a daily basis and other documents on the construction site,
- to perform works professionally and with quality according to the regulations and standards that apply to this type activities,
- to apply HSE measures for its employees,

Option of offer: 30 days

All other conditions will be the subject of the Contract.

Commercial sector,
Dejan Sisovic

Director
Milos Tatomir